

OPTION & ASSIGNMENT AGREEMENT

THIS OPTION & ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 7 / day of December, 2014 by and between **Family Life Broadcasting, Inc.**, an Arizona not-for-profit corporation ("Buyer"), and **Edgewater Broadcasting, Inc.**, an Idaho not-for-profit corporation ("EBN").

Recitals

WHEREAS EBN is acquiring by assignment the FM translator (the "License") as indicated on the attached Addendum A;

WHEREAS, Buyer would like to obtain the License for such facility from EBN upon approval by the FCC of grant of the assignment to EBN; and

WHEREAS, Prior FCC approval for the transaction contemplated hereunder is required.

Agreement

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Asset. Upon grant of the assignment to EBN, Buyer automatically exercises Buyer's option to acquire the License, EBN and Buyer shall then cooperate to assign to Buyer the License described in the attached Addendum A.
2. Purchase Price. The Purchase Price for the License shall be Twenty-Four Thousand Dollars (\$24,000) payable in immediately available funds.
 - (a) Deposit. Concurrent with the execution hereof, Buyer shall pay to EBN an option deposit of Four Thousand Dollars (\$4,000) (the "Deposit"). Upon acquisition of the License by EBN, the parties agree that they will coordinate the preparation and filing of the required FCC Form 345 application (the "Assignment Application") for the License, which application shall be paid for equally by the parties and which shall be filed within five business days of the acquisition of the License by EBN.
 - (b) Closing. Buyer will pay the Purchase Price (less the Deposit) within ten (10) business days after approval of the Assignment Application

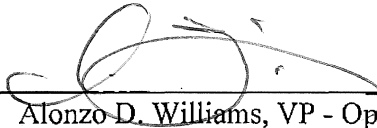
for the License, whereupon EBN will provide to Buyer an instrument of conveyance suitable to Buyer for the License conveyed.

3. Exclusivity and Confidentiality. The parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.
4. FCC Qualifications. Buyer represents warrants and covenants that it is qualified to be a Commission licensee and to hold the FCC authorizations that are the subject of this Agreement.
5. Taxes and Engineering Expenses. Buyer shall be solely responsible for any required governmental taxes, assessments, engineering expenses or FCC fees (not required of non-profits) associated with the purchase or relocation of the License.
6. Default. Buyer shall be entitled to the return of the Deposit in the event that EBN fails to acquire the License and/or comply with the terms and conditions of this Agreement, and such failure has not been cured within ten (10) business days of Buyer's Notice to EBN of such failure. EBN shall be entitled to the Deposit in the event that Buyer fails to comply with the terms and conditions of this Agreement and/or fails to close, and such failure has not been cured within ten (10) business days of Sellers Notice to Buyer of such failure.
7. Termination. This Assignment Agreement shall terminate six (6) months after the filing of the assignment application if the FCC has not granted the assignment application, and in such case Buyer shall be entitled to the refund of the deposit.
8. Broker Fee No broker fee is due to any party.
9. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Wisconsin. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Wisconsin. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.

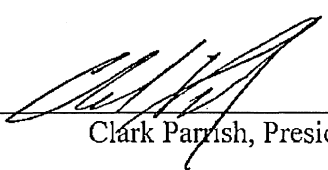
THE NEXT PAGE IS THE SIGNATURE PAGE

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

Family Life Broadcasting, Inc.
7355 North Oracle Road
Tucson, Arizona 85704

By: 
Alonzo D. Williams, VP - Operations

Edgewater Broadcasting, Inc.
160 Gooding Street West, Suite "B"
Twin Falls, Idaho 83301

By: 
Clark Parrish, President

ADDENDUM A

Location, Facility ID Number	Total	Deposit	At Closing	License Status
Lancaster, WI FIN: 149982	\$24,000	\$4,000	\$20,000	Granted
No equipment is to convey with this transaction.				